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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Sream Incorporated,

10 Plaintiff,

11 v.

12 Alvin's Smoke Shop, et al.,

13 Defendants.
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No. CV-15-02319-PHX-DLR

ORDER

15 **FINAL JUDGMENT AND PERMANENT INJUNCTION**
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17 This Court, having made the following findings of fact and conclusions of law
18 pursuant to the parties' stipulation, (Doc. 20), and good cause appearing,

19 A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant
20 Alvins Smoke Shop LLC a/k/a Alvin's Smoke Shop a/k/a Alven's Smoke Shop
21 ("Alvins"), alleging that Alvins violated Sream's rights under 15 U.S.C. §§ 1114, 1116,
22 1125(a), (c), and (d), and Cal. Bus & Prof. § 17200 *et seq.* ("Action");

23 B. The Parties entered into a settlement agreement as of February 26, 2016
24 (the "Settlement Agreement"), which requires entry of the stipulated judgment set forth
25 herein;

26 And good cause appearing therefore, **IT IS HEREBY ORDERED,**
27 **ADJUDGED, AND DECREED THAT:**

28 1. That judgment be entered in favor of Sream against Alvins on all claims.

1 2. For the purposes of binding preclusive effect on Alvins as to future disputes
2 between Alvins and Sream, and only for such purposes, Alvins admits the following:

3 a. Mr. Martin Birzle is now, and has been at all times since the dates of
4 issuance, the owner of United States Trademark Registration Nos.
5 2,235,638; 2,307,176; and 3,675,839 (the “RooR Marks”) and of all rights
6 thereto and thereunder.

7 b. The RooR Marks are valid and enforceable.

8 c. Since at least 2013, Plaintiff Sream has been the exclusive licensee of the
9 RooR Marks in the United States. Mr. Birzle has been granted all
10 enforcement rights to Sream to sue for obtain injunctive and monetary
11 relief for past and future infringement of the RooR Marks.

12 d. Alvins, by the actions described in the complaint, has infringed upon the
13 RooR Marks.

14 3. Alvins, and those acting on Alvins’ behalf (including its owners,
15 shareholders, principals, officers, agents, servants, employees, independent
16 contractors, and partners), are permanently enjoined from producing,
17 manufacturing, distributing, selling, offer for sale, advertising, promoting,
18 licensing, or marketing (a) any product bearing the RooR Marks or (b) any design,
19 mark, or feature that is confusingly similar to the RooR Marks (collectively, the
20 “**Injunction**”).

21 4. Alvins is bound by the Injunction regardless of whether Mr. Martin Birzle
22 assigns or licenses its intellectual property rights to another for so long as such
23 trademark rights are subsisting, valid, and enforceable. The Injunction inures to
24 the benefit of Mr. Martin Birzle’s successors, assignees, and licensees.

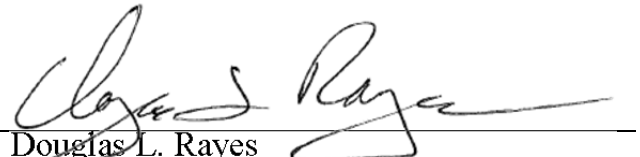
25 5. This Court (or if this Court is unavailable, any other court of competent
26 jurisdiction) shall retain jurisdiction over all disputes between and among the
27 Parties arising out of the Settlement Agreement and Injunction, the Stipulation
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1 which includes the Injunction, and this final judgment, including but not limited to
2 interpretation and enforcement of the terms of the Settlement Agreement.

3 6. The Parties waive any rights to appeal this stipulated judgment, including
4 without limitation the Injunction.

5 The Clerk of the Court is directed to close this case.

6 Dated this 14th day of March, 2016.

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11 Douglas L. Rayes
12 United States District Judge
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